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**DON J. POOL 166468**  
**THE LAW FIRM OF POWELL & POOL**  
7522 N. Colonial Ave., Ste. 100  
Fresno, California 93711  
Telephone: (559) 228-8034  
Facsimile: (559) 228-6818

Attorneys for BANK OF THE SIERRA

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE EASTERN DISTRICT OF CALIFORNIA**  
**FRESNO DIVISION**

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In re  
PRIDE TRANSPORTATION, INC.,  
Debtor.

Case No. 09-16328-B-11  
Chapter 11

STIPULATION BY AND BETWEEN  
DEBTOR AND BANK OF THE  
SIERRA, TERMINATING THE  
AUTOMATIC STAY, EFFECTIVE  
JANUARY 31, 2010

TO THE HONORABLE W. RICHARD LEE, UNITED STATES  
BANKRUPTCY JUDGE:

BANK OF THE SIERRA ("BOTS") and PRIDE TRANSPORTATION, INC.,  
the debtor herein ("Debtor") (hereinafter collectively referred to as "the Parties"), by and  
through their counsel of record, hereby stipulate with respect to the following:

**I**

**RECITALS**

1.1 Debtor filed a Voluntary Petition under Chapter 11 of Title 11 of the  
United States Code with this Court on July 6, 2009.

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1           1.2     BOTS holds a security interest in Debtor's collateral, including, but  
2     not limited to, accounts receivable, equipment, general intangibles ("Collateral"), and the  
3     proceeds thereof ("Cash Collateral") (the Collateral and Cash Collateral are hereinafter  
4     collectively referred to as the "Collateral"), as more particularly described in exhibit A,  
5     attached hereto and incorporated herein by this reference).

6           1.3     Debtor and BOTS have previously entered into Stipulations,  
7     subsequently approved by the Court, allowing Debtor to use BOTS' cash collateral, the last  
8     of which grants Debtor continued use of BOTS' Cash Collateral through January 14, 2010.

9           1.4     On December 31, 2009, Debtor filed its Third Chapter 11 Status  
10    Conference Statement in which Debtor expressed its intent to "discontinue its business and  
11    wind down its operations over the next thirty (30) days."

12          1.5     That same day, Debtor proceeded to file its Notice of Final Hearing on  
13    Emergency Motion for Order Authorizing Use of Cash Collateral and for Bank to Honor  
14    Checks in the Ordinary Course of Business ("Motion"), which indicated that Debtor would  
15    file a supplemental budget prior to the hearing on its Motion, and thereafter seek additional  
16    use of BOTS' Cash Collateral, by way of stipulation, through February 6, 2010.

17          1.6     To that end, Debtor proposed a Third Stipulation Between Bank of the  
18    Sierra and Pride Transportation, Inc. Regarding Use of Cash Collateral that provided for use  
19    of BOTS' Cash Collateral through January 30, 2010, at which point Debtor will either  
20    convert or dismiss its case ("Third Stipulation").

21          1.7     In light of the forthcoming conversion or dismissal after January 30,  
22    2010, Parties stipulate as follows.

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II

STIPULATION

Based on the foregoing Recitals,


IT IS STIPULATED AS FOLLOWS:

2.1 Effective January 31, 2010, the automatic stay imposed in Debtor's bankruptcy proceeding, staying BOTS from proceeding with its rights granted to it in its loan documents with Debtor, with respect to its Collateral, and the proceeds thereof, is terminated. BOTS, its agents, employees and assigns are to take all actions necessary to pursue all available state remedies for the collection of its Collateral, and the proceeds thereof.

2.2 The ten-day (10) stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) is hereby waived.

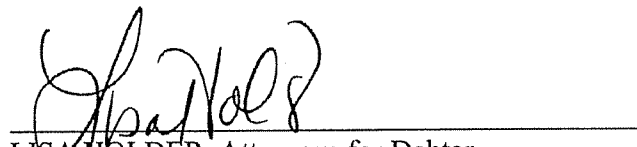
Dated: January 20, 2010

THE LAW FIRM OF POWELL & POOL

  
DON J. POOL, Attorneys for Secured Creditor,  
BANK OF THE SIERRA

Dated: January 20, 2010

KLEIN, DENATALE, GOLDNER, COOPER,  
ROSENLEIF & KIMBALL, LLP

  
LISA HOLDER, Attorneys for Debtor,  
PRIDE TRANSPORTATION, INC.

# EXHIBIT A

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## **COLLATERAL DESCRIPTION:**

(6) REITNOUER TRAILERS, VIN #'s:

- 1RNF48A214R010130
- 1RNF48A254R010132
- 1RNF48A294R010134
- 1RNF48A294R010117
- 1RNF48A204R010118
- 1RNF48A224R010122

### **All Accounts, Equipment and General Intangibles.**

In addition, the word “Collateral” also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the Collateral described herein, whether added now or later;
- (B) All products and produce of any of the Collateral described herein;
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the Collateral described herein;
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral described herein, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process; and
- (E) All records and data relating to any of the Collateral described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.